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**UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CRYSTAL REDICK, an individual,  
Plaintiff,

v.

DE LA NONNA LLC, a California  
limited liability company; and DOES  
1 to 10, inclusive,

Defendants.

CASE NO.:

**COMPLAINT**

1. VIOLATIONS OF THE  
AMERICANS WITH  
DISABILITIES ACT OF 1990, 42  
U.S.C. § 12181
2. VIOLATIONS OF THE UNRUH  
CIVIL RIGHTS ACT,  
CALIFORNIA CIVIL CODE § 51  
**DEMAND FOR JURY TRIAL**

Plaintiff Crystal Redick (hereafter “Plaintiff”) brings this action based upon personal knowledge as to herself and her own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigations of her attorneys.

**NATURE OF THE ACTION**

1. Plaintiff is a visually impaired and legally blind individual who requires screen-reading software to read website content using her computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with visual impairments who meet the legal definition of blindness in that they have a

1 visual acuity with correction of less than or equal to 20 x 200. Some blind people  
2 who meet this definition have limited vision. Others have no vision.

3 2. Plaintiff brings this Complaint to secure redress against De La Nonna  
4 LLC (hereafter “Defendant”) and DOES 1-10 for its failure to design, construct,  
5 maintain, and operate its website to be fully and equally accessible to and  
6 independently usable by Plaintiff and other blind or visually impaired individuals.  
7 Defendant’s denial of full and equal access to its website, and therefore denial of its  
8 products and services offered thereby and in conjunction with its physical location,  
9 is a violation of Plaintiff’s rights under the Americans with Disabilities Act  
10 (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

11 3. Because Defendant’s website, <https://www.delanonna.com/> (the  
12 “website” or “Defendant’s website”), is not fully or equally accessible to blind and  
13 visually impaired consumers in violation of the ADA, Plaintiff seeks a permanent  
14 injunction to cause a change in Defendant’s corporate policies, practices, and  
15 procedures so that Defendant’s website will become and remain accessible to  
16 Plaintiff and other blind and visually impaired consumers.

### 17 THE PARTIES

18 4. Plaintiff, at all times relevant and as alleged herein, is a resident of the  
19 County of Los Angeles. Plaintiff is a legally blind, visually impaired, handicapped  
20 person, and a member of a protected class of individuals under the ADA, pursuant  
21 to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth  
22 at 28 CFR §§ 36.101 *et seq.*

23 5. Defendant is a California limited liability company with its  
24 headquarters in Los Angeles, California. Defendant’s servers for the website are in  
25 the United States. Defendant conducts a large amount of its business in California.  
26 The physical location where Defendant’s goods and services are sold to the public  
27 constitutes a place of public accommodation. Defendant’s restaurant provides to  
28 the public important goods and services. Defendant’s website provides consumers

1 access to a “brand new market-driven pizza restaurant in the heart of Los Angeles’  
2 Art District.” Consumers can access information regarding Defendant’s menus,  
3 Defendant’s biography, Defendant’s team members, Defendant’s merchandise,  
4 Defendant’s gift cards, and Defendant’s contact information. Consumers can also  
5 access information regarding ordering food online, making reservations,  
6 Defendant’s social media page, Defendant’s newsletter, and the restaurant location  
7 and hours of operation.

8 6. Plaintiff is unaware of the true names, identities, and capacities of each  
9 Defendant sued herein as DOES 1 to 10. Plaintiff will seek leave to amend this  
10 complaint to allege the true names and capacities of DOES 1 to 10 if and when  
11 ascertained. Plaintiff is informed and believes, and thereupon alleges, that each  
12 Defendant sued herein as a DOE is legally responsible in some manner for the  
13 events and happenings alleged herein and that each Defendant sued herein as a DOE  
14 proximately caused injuries and damages to Plaintiff as set forth below.

15 7. Defendant’s restaurant is a public accommodation within the  
16 definition of Title III of the ADA, 42 U.S.C. § 12181(7)(B).

17 8. The website provides access to the goods, services, privileges, and  
18 advantages of Defendant’s brick-and-mortar location, a place of public  
19 accommodation, by allowing consumers to make reservations for Defendant’s  
20 restaurant, purchase gift cards and merch, and place an order online.

## 21 JURISDICTION AND VENUE

22 9. Defendant is subject to personal jurisdiction in this District. Defendant  
23 has been and continues to commit the acts or omissions alleged herein in the Central  
24 District of California, that caused injury, and violated rights prescribed by the ADA  
25 and UCRA, to Plaintiff. A substantial part of the acts and omissions giving rise to  
26 Plaintiff’s claims occurred in the Central District of California. Specifically, on  
27 several separate occasions, Plaintiff has been denied the full use and enjoyment of  
28 the facilities, goods, and services of Defendant’s website in Los Angeles County.

1 The access barriers Plaintiff has encountered on Defendant's website have caused  
 2 a denial of Plaintiff's full and equal access multiple times in the past and now deter  
 3 Plaintiff on a regular basis from accessing Defendant's website. Similarly, the  
 4 access barriers Plaintiff has encountered on Defendant's website have impeded  
 5 Plaintiff's full and equal enjoyment of goods and services offered at Defendant's  
 6 brick-and-mortar location.

7 10. This Court also has subject-matter jurisdiction over this action  
 8 pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff's claims arise  
 9 under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1367.

10 11. This Court has personal jurisdiction over Defendant because it  
 11 conducts and continues to conduct a substantial and significant amount of business  
 12 in the State of California, County of Los Angeles, and because Defendant's  
 13 offending website is available across California.

14 12. Venue is proper in the Central District of California pursuant to 28  
 15 U.S.C. § 1391 because Plaintiff resides in this District, Defendant conducts and  
 16 continues to conduct a substantial and significant amount of business in this District,  
 17 Defendant is subject to personal jurisdiction in this District, and a substantial  
 18 portion of the conduct complained of herein occurred in this District.

19 13. Defendant owns, operates, and maintains a brick-and-mortar  
 20 restaurant location in the State of California. Defendant's brick-and-mortar  
 21 location offers goods and services to the public. Defendant also offers the very  
 22 goods and services that are offered in Defendant's place of public accommodation  
 23 to the public through the website. Defendant's brick-and-mortar restaurant location  
 24 is a place of public accommodation pursuant to 42 U.S.C. § 12181(7)(B), and  
 25 Defendant's website is subject to the ADA because it provides methods by which  
 26 consumers can access the goods and services offered in Defendant's restaurant,  
 27 which are inaccessible to Plaintiff, a disabled screen-reader user.

28 ///

**THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

14. The Internet has become a significant source of information, a portal, and a tool for conducting business, doing everyday activities such as shopping, learning, banking, researching, as well as many other activities for sighted, blind, and visually impaired persons alike.

15. In today's tech-savvy world, blind and visually impaired people have the ability to access websites using keyboards in conjunction with screen access software that vocalizes the visual information found on a computer screen. This technology is known as screen-reading software. Screen-reading software is currently the only method a blind or visually impaired person may use to independently access the internet. Unless websites are designed to be read by screen-reading software, blind and visually impaired persons are unable to fully access websites, and the information, products, and services contained thereon.

16. Blind and visually impaired users of Windows operating system-enabled computers and devices have several screen-reading software programs available to them. Some of these programs are available for purchase and other programs are available without the user having to purchase the program separately. Job Access With Speech, otherwise known as "JAWS," is currently the most popular, separately purchased and downloaded screen-reading software program available for a Windows computer.

17. For screen-reading software to function, the information on a website must be capable of being rendered into text. If the website content is not capable of being rendered into text, the blind or visually impaired user is unable to access the same content available to sighted users.

18. The international website standards organization, the World Wide Web Consortium, known throughout the world as W3C, has published Success Criteria for version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1" hereinafter). WCAG 2.1 are well-established guidelines for making websites

1 accessible to blind and visually impaired people. These guidelines are adopted,  
 2 implemented, and followed by most large business entities who want to ensure their  
 3 websites are accessible to users of screen-reading software programs. Though  
 4 WCAG 2.1 has not been formally adopted as the standard for making websites  
 5 accessible, it is one of, if not the most, valuable resource for companies to operate,  
 6 maintain, and provide a website that is accessible under the ADA to the public.  
 7 Plaintiff seeks Defendant comply with WCAG 2.1 as a remedy. Plaintiff does not  
 8 premise Defendant's violations of the ADA nor the Unruh Act on violations of  
 9 WCAG 2.1. However, the Department of Justice ("DOJ") has issued guidance on  
 10 how to make web content accessible to people with disabilities. The DOJ's  
 11 guidance provides that: "Existing technical standards provide helpful guidance  
 12 concerning how to ensure accessibility of website features. These include [WCAG]  
 13 and the Section 508 standards, which the federal government uses for its own  
 14 websites."<sup>1</sup> Accordingly, although not a sole basis to premise violations of the ADA  
 15 and the Unruh Act on, WCAG "provide helpful guidance concerning how to ensure  
 16 accessibility of website features."

17 19. Within this context, the Ninth Circuit has recognized the viability of  
 18 ADA claims against commercial website owners/operators with regard to the  
 19 accessibility of such websites. *Robles v. Domino's Pizza, LLC*, 913 F.3d 898, 905-  
 20 06 (9th Cir. 2019), *cert. denied*, 140 S.Ct. 122, 206 L. Ed. 2d 41 (2019). This is in  
 21 addition to the numerous courts that have already recognized such application.

22 20. Each of Defendant's violations of the Americans with Disabilities Act  
 23 is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights  
 24 Act provides that any violation of the ADA constitutes a violation of the Unruh  
 25 Civil Rights Act. Cal. Civ. Code § 51(f).

## 26 **FACTUAL BACKGROUND**

27 21. Defendant offers the website to the public. The website offers features

28 <sup>1</sup> <https://beta.ada.gov/resources/web-guidance/>

1 which should allow all consumers to access the goods and services which Defendant  
2 offers in connection with its physical location. The goods and services offered by  
3 Defendant include, but are not limited to, the following: Defendant's dinner and  
4 drinks menus, online ordering, reservations, merchandise available for purchase,  
5 gift cards for purchase, Defendant's Our Team, Defendant's social media webpage,  
6 the brick-and-mortar location and hours of operation, and Defendant's contact  
7 information.

8 22. Due to Defendant's failure to properly code its website, Plaintiff has  
9 been and is still being denied equal and full access to Defendant's restaurant and  
10 the numerous goods, services, and benefits offered to the public through  
11 Defendant's website.

#### 12 **THE WEBSITE BARRIERS DENY PLAINTIFF ACCESS**

13 23. Plaintiff is a visually impaired and legally blind person, who cannot  
14 use a computer without the assistance of screen-reading software. However,  
15 Plaintiff is a proficient user of VoiceOver and uses it to access the internet. Plaintiff  
16 has visited <https://www.delanonna.com/> on July 11, 2022 and July 12, 2022 using  
17 the VoiceOver screen-reader to make a reservation.

18 24. During Plaintiff's visits to Defendant's website, Plaintiff encountered  
19 multiple access barriers which denied Plaintiff full and equal access to the facilities,  
20 goods, and services offered to the public and made available to the public on  
21 Defendant's website. Plaintiff encountered links, buttons, and graphics which did  
22 not contain alternative text. To give some context, Plaintiff uses her keyboard to  
23 navigate websites, as she is not sighted and cannot use a mouse. If Defendant coded  
24 its website so that these features contained alternative text, Plaintiff would have  
25 been able to interact with these elements. However, Plaintiff could not understand  
26 what features these links, graphics, and buttons support, nor could she orient herself  
27 well-enough on the website due to Defendant's coding failures.

28 25. If Defendant had sufficiently coded the website to be readable by



1 Plaintiff's screen-reader and accessible with her keyboard, Plaintiff would have  
2 been able to interact with these elements and complete a purchase as a sighted  
3 person could.

4 26. Accordingly, Plaintiff was denied the ability to access Defendant's  
5 website and make a reservation, a service which Defendant provides through the  
6 website in conjunction with its place of public accommodation, its restaurant,  
7 because Defendant failed to have the proper procedures in place to ensure that  
8 content uploaded to the website contains the proper coding to convey the meaning  
9 and structure of the website and the goods and services provided by Defendant.

10 27. Due to the widespread access barriers Plaintiff encountered on  
11 Defendant's website, Plaintiff has been deterred from accessing Defendant's  
12 website and Defendant's restaurant.

13 28. Despite past and recent attempts to do business with Defendant on its  
14 website, the numerous access barriers contained on the website and encountered by  
15 Plaintiff, have denied Plaintiff full and equal access to Defendant's website.  
16 Plaintiff, as a result of the barriers on Defendant's website, continues to be deterred  
17 from accessing Defendant's website. Likewise, based on the numerous access  
18 barriers Plaintiff has been deterred and impeded from the full and equal enjoyment  
19 of goods and services offered in Defendant's restaurant.

20 **DEFENDANT'S WEBSITE HAS A SUFFICIENT NEXUS TO**  
21 **DEFENDANT'S RESTAURANT LOCATION TO SUBJECT THE**  
22 **WEBSITE TO THE REQUIREMENTS OF THE AMERICANS WITH**  
23 **DISABILITIES ACT**

24 29. Defendant's website is subject to the ADA because the goods and  
25 services offered on the website are an extension of the goods and services offered  
26 in Defendant's brick-and-mortar restaurant. For example, the goods and the  
27 services which can be procured online are available for purchase in Defendant's  
28 brick-and-mortar restaurant. Thus, since the website facilitates access to the goods



1 and services of a place of public accommodation, the website falls within the  
 2 protection of the ADA because the website connects customers to the goods and  
 3 services of Defendant's physical restaurant.

4 **DEFENDANT MUST REMOVE BARRIERS TO ITS WEBSITE**

5 30. Due to the inaccessibility of the Defendant's website, blind and  
 6 visually impaired customers such as Plaintiff, who need screen-readers, cannot fully  
 7 and equally use or enjoy the facilities and services Defendant offers to the public  
 8 on its website. The access barriers Plaintiff has encountered have caused a denial  
 9 of Plaintiff's full and equal access in the past and now deter Plaintiff on a regular  
 10 basis from accessing the website.

11 31. These access barriers on Defendant's website have deterred Plaintiff  
 12 from enjoying the goods and services of Defendant's brick-and-mortar restaurant  
 13 which are offered through Defendant's website in a full and equal manner to sighted  
 14 individuals. Plaintiff intends to visit the Defendant's website in the near future if  
 15 Plaintiff could access Defendant's website as a sighted person can.

16 32. If the website were equally accessible to all, Plaintiff could  
 17 independently navigate the website and complete a desired transaction, as sighted  
 18 individuals do.

19 33. Plaintiff, through Plaintiff's attempts to use the website, has actual  
 20 knowledge of the access barriers that make these services inaccessible and  
 21 independently unusable by blind and visually impaired people.

22 34. The Defendant uses standards, criteria or methods of administration  
 23 that have the effect of discriminating or perpetuating the discrimination against  
 24 others, as alleged herein.

25 35. The ADA expressly contemplates the injunctive relief that Plaintiff  
 26 seeks in this action. In relevant part, the ADA requires:

27 In the case of violations of ... this title, injunctive relief shall include  
 28 an order to alter facilities to make such facilities readily accessible to

1 and usable by individuals with disabilities .... Where appropriate,  
2 injunctive relief shall also include requiring the ... modification of a  
3 policy .... 42 U.S.C. § 12188(a)(2).

4 36. Because Defendant's website has never been equally accessible, and  
5 because Defendant lacks a corporate policy that is reasonably calculated to cause  
6 the Defendant's website to become and remain accessible, Plaintiff invokes 42  
7 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the Defendant to  
8 retain a qualified consultant acceptable to Plaintiff to assist Defendant to comply  
9 with WCAG 2.1 guidelines for Defendant's website. The website must be  
10 accessible for individuals with disabilities who use desktop computers, laptops,  
11 tablets, and smartphones. Plaintiff seeks that this permanent injunction require  
12 Defendant to cooperate with the agreed-upon consultant to: train Defendant's  
13 employees and agents who develop the website on accessibility compliance under  
14 the WCAG 2.1 guidelines; regularly check the accessibility of the website under  
15 the WCAG 2.1 guidelines; regularly test user accessibility by blind or vision-  
16 impaired persons to ensure that the Defendant's website complies under the WCAG  
17 2.1 guidelines; and develop an accessibility policy that is clearly disclosed on the  
18 Defendant's website, with contact information for users to report accessibility-  
19 related problems and require that any third-party vendors who participate on the  
20 Defendant's website to be fully accessible to the disabled by conforming with  
21 WCAG 2.1.

22 37. If Defendant's website were accessible, Plaintiff could independently  
23 access information about the services offered and goods available for online  
24 purchase through Defendant's website, complete a reservation, and order online.

25 38. Although Defendant may currently have centralized policies regarding  
26 maintaining and operating Defendant's website, Defendant lacks a plan and policy  
27 reasonably calculated to make Defendant's website fully and equally accessible to,  
28 and independently usable by, blind and other visually impaired consumers.

39. Defendant has, upon information and belief, invested substantial sums in developing and maintaining Defendant's website, and Defendant has generated significant revenue from Defendant's website. These amounts are far greater than the associated cost of making Defendant's website equally accessible to visually impaired customers.

40. Without injunctive relief, Plaintiff will continue to be unable to independently use Defendant's website, violating her rights.

### **COUNT I**

#### **VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT, 42**

#### **U.S.C. § 12181 *ET SEQ.***

41. Plaintiff alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 40, inclusive, of this Complaint as if set forth fully herein.

42. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12181 *et seq.*, provides: "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation." 42 U.S.C. § 12182(a).

43. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things: "a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages or accommodations"; and "a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other

1 individuals because of the absence of auxiliary aids and services, unless the entity  
 2 can demonstrate that taking such steps would fundamentally alter the nature of the  
 3 good, service, facility, privilege, advantage, or accommodation being offered or  
 4 would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public  
 5 accommodation shall take those steps that may be necessary to ensure that no  
 6 individual with a disability is excluded, denied services, segregated or otherwise  
 7 treated differently than other individuals because of the absence of auxiliary aids  
 8 and services, unless the public accommodation can demonstrate that taking those  
 9 steps would fundamentally alter the nature of the goods, services, facilities,  
 10 privileges, advantages, or accommodations being offered or would result in an  
 11 undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In  
 12 order to be effective, auxiliary aids and services must be provided in accessible  
 13 formats, in a timely manner, and in such a way as to protect the privacy and  
 14 independence of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

15 44. Defendant’s location is a “public accommodation” within the meaning  
 16 of 42 U.S.C. § 12181 *et seq.* Defendant generates millions of dollars in revenue  
 17 from the sale of its amenities and services, privileges, advantages, and  
 18 accommodations in California through its location, related services, privileges,  
 19 advantages, and accommodations, and its website, <https://www.delanonna.com/>, is  
 20 a service, privilege, advantage, and accommodation provided by Defendant that is  
 21 inaccessible to customers who are visually impaired like Plaintiff. This  
 22 inaccessibility denies visually impaired customers full and equal enjoyment of and  
 23 access to the facilities and services, privileges, advantages, and accommodations  
 24 that Defendant makes available to the non-disabled public. Defendant is violating  
 25 the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*, in that Defendant  
 26 denies visually impaired customers the services, privileges, advantages, and  
 27 accommodations provided by <https://www.delanonna.com/>. These violations are  
 28 ongoing.



1 California Civil Code § 52 for each and every offense.

2 51. Plaintiff is also entitled to reasonable attorneys' fees and costs.

3 52. Plaintiff is also entitled to a preliminary and permanent injunction  
4 enjoining Defendant from violating the Unruh Civil Rights Act, California Civil  
5 Code § 51 *et seq.*, and requiring Defendant to take the steps necessary to make  
6 <https://www.delanonna.com/> readily accessible to and usable by visually impaired  
7 individuals.

### 8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment  
10 in her favor and against Defendant as follows:

- 11 A. A preliminary and permanent injunction pursuant to 42 U.S.C. §  
12 12188(a)(1) and (2) and section 52.1 of the California Civil Code  
13 enjoining Defendant from violating the Unruh Civil Rights Act and  
14 ADA and requiring Defendant to take the steps necessary to make  
15 <https://www.delanonna.com/> readily accessible to and usable by  
16 visually-impaired individuals;
- 17 B. An award of statutory minimum damages of \$4,000 per offense  
18 pursuant to section 52(a) of the California Civil Code.
- 19 C. For attorneys' fees and expenses pursuant to California Civil Code §§  
20 52(a), 52.1(h), and 42 U.S.C. § 12205;
- 21 D. For pre-judgment interest to the extent permitted by law;
- 22 E. For costs of suit; and
- 23 F. For such other and further relief as the Court deems just and proper.

### 24 **DEMAND FOR JURY TRIAL**

25 Plaintiff, on behalf of herself, hereby demands a jury trial for all claims so  
26 triable.

27 ///

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1 Dated: October 21, 2022

Respectfully Submitted,

2 /s/ Binyamin I. Manoucheri

3 Thiago M. Coelho

4 Binyamin I. Manoucheri

**WILSHIRE LAW FIRM**

5 *Attorneys for Plaintiff, Crystal*  
6 *Redick*

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